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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE UKG INC CYBERSECURITY  
LITIGATION

THIS DOCUMENT RELATES TO:

All Actions.

Case No.: 3:22-cv-00346-SI

**SUPPLEMENTAL DECLARATION OF  
KAS L. GALLUCCI IN SUPPORT OF  
PLAINTIFFS' NOTICE OF MOTION AND  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT; SUPPORTING  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

**Date: June 2, 2023**

**Time: 10:00 a.m.**

**Dept.: Courtroom 1, 17th Floor, Via Zoom**

**Judge: Honorable Susan Illston**

1 I, Kas L. Gallucci, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

2 1. I am counsel of record for Plaintiff Adam Bente. I, along with my colleague Alexis  
3 M. Wood, and my co-counsel at Wucetich & Korovilas LLP, Alexander Morrison + Fehr LLP, and  
4 Lebe Law APLC, represent Plaintiffs William Muller, Antonio Knezevich, Adam Bente, and Cindy  
5 Villanueva (collectively “Plaintiffs”). I am an attorney at law licensed to practice in the State of  
6 California, and I am a member of the bar in this Court. I have personal knowledge of the facts set  
7 forth in this declaration and, if called as a witness, I could and would testify competently thereto.

8 2. I submit this supplemental declaration in support of Plaintiffs’ Motion for  
9 Preliminary Approval of Class Action Settlement filed herewith.

10 3. Following the filing of the Parties’ motion for preliminary approval, the Parties  
11 conferred about providing UKG’s customers with an option to have Kroll transmit via email Notice  
12 of the Settlement as contemplated by Paragraph 63(e) of the Settlement Agreement to UKG’s  
13 customers’ employees, in lieu of UKG’s customers of the KPC product undertaking such duties.

14 4. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties’ agreed  
15 proposed email notice (“Email Notice”) which would be transmitted directly to employees of  
16 UKG’s customers as the election of UKG’s customers.

17 5. In order to transmit this proposed Email Notice, the Parties and Kroll have agreed to  
18 the following timeline.

- 19 a. The date of Order on the Motion for Preliminary Approval will be the Trigger  
20 Date;
- 21 b. Pursuant to Paragraph 36 of the Settlement Agreement, 30 days after the date of  
22 the Order on Motion for Preliminary Approval, UKG will send notice to its  
23 customers of the Settlement *which will include the option to allow Kroll to send*  
24 *Email Notice to the impacted individuals (See Settlement Agreement ¶ 63(e));*
- 25 c. Pursuant to Paragraph 36 of the Settlement Agreement, 30 days after the date of  
26 the Order on Motion for Preliminary Approval, Direct Notice will be transmitted  
27 to the Exfiltration Class. (*See Settlement Agreement ¶ 63(f);*)
- 28 d. The deadline for UKG’s customers to elect to use the Email Notice and notify

Kroll of this election will be 14 days after UKG sends notice to its customers of the Settlement;

e. The deadline for UKG's customers who elect to have Kroll transmit the Email Notice to provide Kroll with employee contact information (name and email address) via upload to a secure site will be 7 days after the deadline to make the election;

f. No later than 35 days after the Notice Date (said differently, 14 days after Kroll receives the employee contact information), Kroll will transmit the Email Notice to the impacted individuals.

6. The timeline was created to (1) allow UKG's customers sufficient time to evaluate whether to elect to have Kroll transmit the Email Notice to its employees, (2) allow UKG's customers and Kroll execute any required confidentiality agreements, (3) for Kroll to obtain any data UKG's customers voluntarily provide, and (4) for Kroll to normalize any data provided and thereafter transmit the Email Notice.

7. Proposed Class Counsel is presently unaware of the number of UKG's customers who will elect to have Kroll transmit the Email Notice, and thus cannot determine the associated costs. Kroll has provided cost estimates to counsel and understands Kroll will aim to not exceed the cap previously agreed to by the Parties. Should a high volume of UKG's customers elect to have Kroll transmit the proposed Email Notice, counsel for the Parties are aware of the additional costs that could exceed the cap. I understand Kroll will advise the Parties of the final costs once Kroll is aware of the number of UKG's customers that elect to have Kroll transmit Email Notice and after Kroll determines the number of emails Kroll will be transmitting.

### *Cy Pres*

8. The Settlement has no revisionary provision. The Settlement provides that the residual funds after distribution shall be paid to the *Cy Pres* Recipient. Settlement ¶ 57. The proposed *Cy Pres* is the Privacy Rights Clearinghouse, a 501(c)(3) nonprofit organization. Settlement ¶ 26. The Privacy Rights Clearinghouse ("PRC") bears a substantial nexus to the interests of the Settlement Class Members because PRC is the only organization that exclusively

1 focuses on data privacy rights and issues. PRC provide access to understandable information about  
2 existing rights and choices by publishing clear and up to date overviews of complex data privacy  
3 law and creates resources that provide context for the rights and choices that lie at the intersection  
4 of data privacy. PRC also undertakes at the policy level advocacy on behalf of consumers' privacy  
5 and data rights at both State and Federal levels. See <https://privacyrights.org/>. Last, the Parties do  
6 not derive any benefit from the PRC and neither Plaintiffs nor proposed Class Counsel have any  
7 relationship with PRC.

8 I declare under penalty of perjury that the above and foregoing is true and accurate.

9 Executed this 1<sup>st</sup> day of June, 2023, at San Diego CA.

10 /s/ Kas L. Gallucci

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